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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, DC 20554

In the Matter of	)	
	)	
Amendment of Section 73.202(b)		MM Docket No. 01-62
Table of Allotments,	)	RM-10053
FM Broadcast Stations		RM-10109
(Ardmore, Brilliant, Brookwood, Gadsden, Hoover, )		RM-10110
Moundville, New Hope, Pleasant Grove, )		RM-10111
Russellville, Scottsboro, Troy, Tuscaloosa and )		RM-10112
Winfield, Alabama; Okolona and Vardaman )		RM-10113
Mississippi, Linden, McMinnville, Pulaski )		RM-10114
and Walden, Tennessee )		RM-10116

To: Media Bureau

**REPLY TO OPPOSITIONS TO PETITION FOR RECONSIDERATION**

STG Media, LLC ("STG") and Pulaski Broadcasting, Inc. ("PBI")' (collectively, the "Joint Petitioners"), by counsel and pursuant to Section 1.429 of the Commission's Rules, hereby submit their Reply to the separate oppositions filed by Buffalo River Broadcasters ("Buffalo River"), Capstar TX Limited Partnership ("Capstar"), and KEA Radio, Inc. ("KEA Radio")' (collectively, the "Opponents").<sup>3</sup> The Opponents seek dismissal of the Joint Petitioners' Petition for Reconsideration (the "Petition"). The Commission must reject the Opponents' request. The Joint Petitioners had cause for filing the Petition, the requested relief serves the public interest by permitting the allocation of a new first local service to Ardmore, Alabama, and the consideration specified in the Option Agreement complies with Section 1.420(j) of the Commission's Rules. In support whereof, the Joint Petitioners respectfully submit the following:

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<sup>1</sup> PBI is the licensee of WKSR(FM), Pulaski, Tennessee.

<sup>2</sup> KEA Radio is the licensee of WKEA(FM), Scottsboro, Alabama.

<sup>3</sup> Section 1.429(g) of the Commission's Rules authorizes the filing of replies to an opposition within ten days after the time for filing oppositions has expired. Section 1.4(h) provides for an additional 3 days, excluding holidays. The deadline for filing oppositions was December 4, 2002. The reply must be filed by December 18, 2002. **Thus**, this pleading is timely filed.

## **BACKGROUND**

On October 6, 2000, Capstar filed a Petition for Rulemaking, proposing, among other matters, to upgrade the facilities of WKSJ and change the station's community of license to Ardmore, Alabama (the "Capstar Petition"). The proposed changes for WKSJ require WKEA to change frequencies from Channel 252A to Channel 278A at the station's licensed tower site. WKEA Radio consented to changing frequencies for WKEA only.<sup>4</sup> Capstar proposed the changes for WKSJ and had an oral understanding with PBI to purchase the station for **\$4.5** million.

On January 23, 2001, WKEA Radio filed an application for construction permit to change tower sites for WKEA on the station's licensed channel (the "WKEA Application").<sup>5</sup> The WKEA Application specified a new tower site that does not comply with the Commission's mileage separation rules for either Channel 252 or 278. Instead, the WKEA Application sought processing pursuant to Section 21.5 and proposed to use a directional antenna from the new tower site. The WKEA Application made no reference to the previously filed Capstar Petition proposing to change frequencies for WKEA or how the WKEA Application would resolve any conflicts with the Capstar Petition when WKEA commenced operation on Channel 278.

On February 23, 2001, the Commission issued a *Notice of Proposed Rulemaking* in response to the Capstar Petition (the "NPRM"). The *NPRM* proposed granting the Capstar Petition, including the proposed changes to WKSJ and WKEA. Neither the *NPRM* nor any filings by any party in this proceeding referenced the WKEA Application.

On April 24, 2001, STG filed its "Comments and Counterproposal" in this proceeding (the "STG Counterproposal"). The STG Counterproposal proposed the allotment of Channel

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<sup>4</sup> See Exhibit 1. PBI, on the other hand, consented in writing to change not only frequencies for WKSJ, but also to change tower sites and community of license. See Exhibit 2. A copy of WKEA Radio's and PBI's consents were attached to the Capstar Petition.

<sup>5</sup> FCC File No. BPH-20010123ABH.

278A to New Hope Alabama, which was mutually exclusive with the proposed channel substitution for WKEA to Channel 278A. The deadline for interested parties to file an expression of interest in the New Hope allotment was May 31, 2001. No one, including the Opponents, filed an expression of interest in the New Hope allotment.

In March 2002, PBI contacted STG to discuss the possibility of selling them WKSJ. PBI had become concerned since the filing of the Capstar Petition that Capstar did not intend to honor their oral agreement. Between March 2002 and August 2002, PBI successfully negotiated with both STC and Capstar for the sale of WKSJ. In July 2002, Capstar verbally recommitted to purchasing WKSJ for the original \$4.5 million. In August 2002, PBI and STG negotiated the basic terms to sell WKSJ to STG for \$4 million, but did not execute a definitive agreement.

On August 30, 2002, the Commission released its *Report and Order*,<sup>6</sup> granting the STG Counterproposal. The *Report and Order* did not contradict the conclusion in the *NPRM* that Ardmore was a community deserving of a FM radio station.

In September 2002, PBI and STG signed a letter of intent for the sale of WKSJ. The Joint Petitioners entered into the Option Agreement on October 11, 2002. The only changes between these documents and the Joint Petitioners' prior negotiations were an increase in consideration for WKSJ and allocation of the consideration between a cash payment and promissory note. Both changes were made at the request and for the benefit for PBT.

On November 27, 2002 and December 4, 2002, the Opponents filed their oppositions to the Petition. The Opponents claim that the filing of the STG Counterproposal, and the subsequent withdrawal of that counterproposal pursuant to the Option Agreement, constitutes an abuse of process; and the consideration specified in the Option Agreement for WKSJ fails to

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<sup>6</sup> DA 02-2099.

comply with Section 1.4206). The Opponents base their objections upon allegations and speculation. They provide no evidence to support their claims. Instead, the Opponents create a work of fiction that when distilled to its basic elements, does not withstand scrutiny.

**1. THE SALE OF WKSJ DOES NOT CONSTITUTE AN ABUSE OF PROCESS**

The Opponents claim that STG filed the STG Counterproposal for the sole purpose of extorting a settlement from PBI whereby PBI would sell WKSJ to STG. The Opponents argue that the alleged extortion constitutes an abuse of process, that STG should not be permitted to profit from its actions, and that the Commission should reject the Option Agreement.

The Opponents acknowledge that STG had the right to file the STG Counterproposal and that it complies with the Commission's Rules. The Opponents do not dispute that Section 1.420(j) permits parties to resolve mutually exclusive rulemaking proposals through settlement. Consequently, withdrawal of the STG Counterproposal and approval of the Option Agreement is not a *per se* violation of Section 1.420(j) or an abuse of process. Instead, the Commission must evaluate the Option Agreement to determine whether it complies with Section 1.420(j).

Neither STG nor PBI have received or will receive financial remuneration directly from any other party for withdrawing the STG Counterproposal and entering into the Option Agreement other than as set forth in the Petition. Instead, the parties have agreed to the sale of WKSJ as part of an overall effort to resolve their mutually exclusive proposals. The consideration is based upon negotiations that spanned several months and two separate bidders.

STG did not file the STG Counterproposal for the purpose of coercing a settlement. The Opponents must submit conclusive evidence, not conjecture to support their claims of abuse of process. The Opponents submitted no evidence. Accordingly, the Commission must deny their claim that the STG Counterproposal and Option Agreement constitutes an abuse of process.

## **II. THE OPTION AGREEMENT COMPLIES WITH SECTION 1.420(J)**

The Opponents claim that the consideration specified in the Option Agreement for the sale of WKSR from PBI to STG does not represent the fair value for the station, and therefore constitutes a windfall for STG in contravention of Section 1.420(j). The Opponents do not provide an objective evaluation of the fair value of WKSR. **KEA** Radio and Buffalo River provide no evidence while Capstar relies upon its offer of \$4.5 million cash to PBI.

The Opponents concede that any determination of the value of WKSR as licensed to Ardmore is speculative. Traditional methods for determining the value of a radio station, such as cash flow, the quality of the signal in the market, are of no assistance in this instance because WKSR presently does not operate from Ardmore. The offer of \$4.5 million that Capstar made to acquire WKSR represents the best valuation of WKSR when licensed to Ardmore. STG and PBI will stipulate that the \$4.5 million Capstar offer is the fair value for WKSR.

The consideration that STG will pay PBI for WKSR as specified in the Option Agreement equals or exceeds the consideration that Capstar offered. Capstar offered to pay PBI \$4.5 million for WKSR. STG has agreed to pay PBI \$4.2 million through a combination of cash and a promissory note. When the interest on the note is considered, STG will pay PBI \$4.7 million for WKSR, or \$200,000 more than what Capstar offered to pay. Accordingly, STG **will** receive no windfall in acquiring WKSR.’

Opponents’ suggestion that STG is paying only \$2 million for WKSR misinterprets the Option Agreement. The Option Agreement states that STG must pay PBI \$4.7 million for the company’s stock: \$2.2 million in cash and an additional \$2.5 million principal and interest on

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<sup>7</sup> In the event **the** Commission disagrees with the Joint Petitioners’ analysis, the Joint Petitioners hereby state that WKSR will be sold to STG for the same cash **price** that Capstar offered.

the promissory note, for a total of \$4.7 million.<sup>8</sup> However, to the extent that there is any confusion with regard to the consideration to be paid to PBI, and out of an abundance of caution, the Joint Petitioners have amended the Option Agreement to clarify the consideration.'

### **III. THE PETITION FURTHERS THE PUBLIC INTEREST**

In their Petition, the Joint Petitioners showed that Commission approval of the Petition serves the public interest because it will expedite new service to the public in Ardmore, represents a preferential arrangement of allotments under the FM priorities through the provision of a first local service to Ardmore, and resolve two mutually exclusive proposals in this proceeding.'" The Opponents argue that the Commission should retain the allotment at New Hope instead as the larger community. The Opponents attempt to distinguish *Mount Pleasant and Bogata, Texas*," where the Commission granted a petition for reconsideration to withdraw a counterproposal in favor of a competing private interest of a lower priority.

*Boguru, Texas* fully supports Joint Petitioners' argument that withdrawal of the STG Counterproposal serves the public interest. In *Bogata, Texas*, the Commission determined that withdrawal of a counterproposal serves the public interest even if the beneficiary of the withdrawal represents a lower priority for determining the arrangement of allotments. In that case the Commission granted a petition for reconsideration to withdraw a granted counterproposal for a new first local service so that an existing licensed station could merely make some minor technical modifications. The Commission approved the withdrawal even though the agency had expended resources in issuing its decision that the counterproposal served

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<sup>8</sup> That STC must pay PBI \$4.7 million is readily ascertainable from the Option Agreement. Section 2.1 of the Option Agreement states that SIG shall pay PBI \$2.2 million cash as partial consideration for the shares of PBI. Section 2.2 states that in addition to the purchase price, STG shall execute a promissory note in favor of PBI in the amount of \$2 million, plus interest. The interest of the note is \$500,000.

<sup>9</sup> A copy of the amendment to the Option Agreement is attached as Exhibit 3

<sup>10</sup> See Petition at 5.

the public interest.” Instead, the Commission granted the petition, authorized the withdrawal of the counterproposal, priority three matter, in favor of technical modifications to the existing station, a priority four matter, as better serving the public interest.

The proposed withdrawal in this case serves the public interest even more. The Petition proposes the withdrawal of a first local service for New Hope, priority three, for the allotment of a first local service for Ardmore, also priority three. Since the Commission in *Bogata, Texas* permitted the withdrawal of a priority three counterproposal in favor of a priority four proposal as better serving the public interest, then the instant case, where the withdrawal of the STG Counterproposal qualifying as priority three will permit another allotment qualifying as priority three to proceed, serves the public interest even more.

The Opponents’ expression of interest in the New Hope allotment is untimely and cannot be considered in this proceeding. The Commission requires parties to file their expression of interest in a new allotment by the reply comment deadline, May 31, 2001.<sup>13</sup> The Opponents did not file an expression of interest by that deadline and may not file an expression now.<sup>14</sup> Capstar concedes that the Commission will not accept late-filed expressions of interest in a contested proceeding until the proceeding is complete. Since the filing of the Petition renders this proceeding incomplete, the Opponents may not now submit an expression of interest

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<sup>11</sup> 16 FCC Rcd 7858 (Alloc. Br. 2001).

<sup>12</sup> The Opponents suggest that approving withdrawal of the STG Counterproposal will be unduly disruptive for numerous parties in this proceeding. The reality is that the withdrawal affects only the Petitioners and KEA Radio and will not be disruptive to any of the other parties in this proceeding.

<sup>13</sup> See *Cordova, Warrior, Holly Pond, Eva, Fairview and Falkville, Alabama*, 7 FCC Rcd 5489 (Alloc. Br. 1992) (rejecting expression of interest in allotment filed after comment deadline); *South Lake Tahoe, California*, 7 FCC Rcd 1332 (Alloc. Br. 1992) (expression of interest in allotment filed after comment deadline rejected as untimely and would have adverse impact on another pending proposal).

<sup>14</sup> Capstar incorrectly cites *Arnold and Columbia, California*, 13 FCC Rcd 18894 and *Brookline, Missouri*, 16 FCC Rcd 8698 (2001) for the proposition that a rulemaking proponent can not withdraw its counterproposal. In those cases, the proponent sought to withdraw counterproposals after the Commission decision approving the counterproposal had become a final order and applications had been filed. The Report and Order in this proceeding has not become a final order and no applications have been filed for the New Hope allotment.

The Commission should reject the Opponents' suggestion that the Petition should be denied because the Joint Petitioners will derive a private benefit. It is irrelevant that either the Joint Petitioners or the Opponents may derive a private benefit in addition to the public benefits if any of them are successful with their respective Filings. No one would suggest that the Commission should not consider the Opponents' arguments merely because they would derive a private benefit if they are successful.<sup>15</sup> What is relevant is the public interest. The Joint Petitioners have demonstrated the public interest benefits associated with granting the Petition.

#### **IV. KEA RADIO'S CONSENT IS NOT REQUIRED**

**KEA** Radio mistakenly believes that its consent is required for the FCC to approve the Option Agreement. **KEA** Radio reaches an erroneous conclusion that the Capstar Petition is required to protect its construction permit, applied for and granted subsequent to the Capstar Petition.<sup>16</sup> An application for construction permit cannot preempt a previously filed rulemaking petition. If the application conflicts with the rulemaking petition, the application is either held in abeyance or treated as a counterproposal in the proceeding.”

The withdrawal of the STG Counterproposal permits the Commission to grant the Capstar Petition with respect to WKSJ.<sup>18</sup> The Capstar Petition is required to protect the licensed site for WKEA only; it is not required to protect the WKEA Application tower site.” That the

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<sup>15</sup> Capstar and STC are competitors in the Huntsville market and Capstar **was** a jilted suitor for WKSJ. **KEA** Radio will seek reimbursement from **STG**; their opposition could improve their negotiating position. Buffalo River's filings in this proceeding to date have focused on preventing WKSJ from relocating to Ardmore.

<sup>16</sup> **KEA** Radio's reliance upon Cut and Shoot, Texas, 11 FCC Rcd (Alloc. Br. 1996) is misplaced. In Cut and Shoot, the FCC required the rulemaking petitioner to protect a license and permit for an existing station that were outstanding at the time the rulemaking petition was filed. In the present case, however, **KEA** Radio did not **file** the application for construction permit until after the Capstar petition.

<sup>17</sup> See Ocean Shores, Washington, 13 FCC Rcd 2833 (Alloc. Br. 1998) (application filed after rulemaking petition must be considered as a counterproposal in the context of a proceeding).

<sup>18</sup> West Hurley, et al., Connecticut, 17 FCC Rcd **5339** (Alloc. Br. 2002) (counterproposal proposing same channel substitutions as original rulemaking petition entitled to same protection from subsequently filed conflicting applications).

<sup>19</sup> See Id. (rulemaking petitioner not required to protect tower site specified in subsequently filed permit application).



Commission granted the WKEA Application does not negate this fact. KEA Radio, as a part to the Capstar Petition, was put on notice that the WKEA Application may be required to conform to the Capstar Petition.” KEA Radio cannot profess surprise that it may have to change frequencies at its permitted tower site, nor does it have any veto power over the Capstar Petition.

The WKEA Application and subsequent permit must be treated as a counterproposal to the Capstar Petition. As a counterproposal, KEA Radio may not object to a proposed tower relocation for the permitted facilities.<sup>21</sup> KEA Radio has the option **of** remaining on its presently licensed site or agreeing to operate on the new frequency at its permitted site. WKEA can operate on Channel 278 at its licensed tower site under the same terms and conditions specified in its construction permit.

#### V. SUFFICIENT CAUSE EXISTS FOR THE PETITION

The Opponents challenge whether sufficient cause exists for filing the Petition. The Petition stated that the settlement of Joint Petitioners’ mutually exclusive proposals and execution of the Option Agreement, both of which occurred after the *Report and Order*, constituted new facts sufficient to justify filing the Petition. Section 1.429 permits the filing of a petition for reconsideration if there are new facts after the last time for submitting pleadings in a proceeding. In *Bogata, Texas*, the Commission approved a similar reconsideration petition where the parties entered into the settlement agreement and withdrew a counterproposal after the

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<sup>20</sup> See *Columbia, Bourbon, Leasburg, Gerald, Dixon and Cuba, Missouri*, 10 FCC Rcd 1995 (Alloc. Br. 1995). In this **case**, a rulemaking petition proposed **to** change frequencies for a vacant **allotment**. **A party then filed** an application for construction permit for the vacant allotment on the prior frequency. The Commission allocated the new frequency for the allotment and gave the applicant a choice: either elect Section 73.215 processing or to select a new tower site.

<sup>21</sup> See, e.g., *Indian Springs, Nevada, Mountain Pass, California, Kingman, Arizona and ST. George, Utah*, 14 FCC Rcd 10568 (Alloc. Br. 1999) (permittee proposing to change tower sites to upgrade facilities **may** not object to proposal to change tower site to accommodate an allotment elsewhere); *Rockport, Gregory, Alice and Armstrong, Texas*, 4 FCC Rcd 8075 (Alloc Br. 1989) (licensee or permittee that invokes Commission’s processes to upgrade facilities may not object to tower site change that benefits the licensee and a mutually exclusive counterproposal).

initial Commission decision. The facts in this case are identical. Sufficient cause exists for the Joint Petitioners to file the Petition

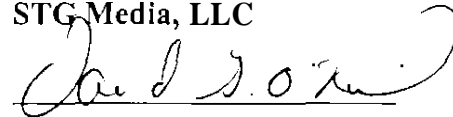
**CONCLUSION**

The Petition better serves the public interest by permitting the allocation of a new first local service to Ardmore, thereby expediting new service to the public. The settlement complies with the Commission's Rules in that STG will pay PBI the fair value for WKSR. The Opponents have provided no evidence that either STG's or PBI's actions in this proceeding have constituted an abuse of process. STG Media, LLC and Pulaski Broadcasting, Inc. respectfully request that the Media Bureau deny the oppositions filed by the Opponents, reconsider its action and grant the relief requested in the Petition.

Respectfully submitted,

**STG Media, LLC**

By:



David G. O'Neil  
Jonathan E. Allen  
Manatt, Phelps & Phillips, LLP  
1501 M Street, N.W.  
Suite 700  
Washington, DC 20005  
(202) 463-4300  
Its Attorneys

**Pulaski Broadcasting, Inc.**

By:



Robert S. Stone, Esq.  
McC Campbell and Young  
P.O. Box 550  
Knoxville, TN 37901  
(865) 637-1440  
Its Attorneys

December 18, 2002

## **EXHIBIT 1**

**CONSENT**

KEA Radio, Inc. ("KEA"), the licensee of WKEA(FM), Scottsboro, Alabama, hereby consents to have WKEA's channel changed from Channel 252A to Channel 27EA. KEA will file an application in compliance with the Commission's rules if the channel change is granted. KEA understands that this statement may be used in a filing with the Federal Communications Commission and hereby authorizes its use for that purpose.

I verify that this statement is true and accurate to the best of my knowledge, information, and belief and is made in good faith.

KEA RADIO, INC.

By:   
Name: Ronald R. Liversood  
In: President

Date: May 22 2000

## **EXHIBIT 2**

## CONSENT

Pulaski Broadcasting, Inc. ("PBI"), the licensee of WKSJ-FM, Pulaski, Tennessee, hereby consents to having WKSJ-FM's license modified to (i) change WKSJ-FM's channel from Channel 252A to Channel 252C1 (the "Class Upgrade"); (ii) change WKSJ-FM's community of license from Pulaski, Tennessee to Ardmore, Alabama (the "Community Change"), and (iii) change WKSJ-FM's transmitter site (the "Site Change"). PBI intends to promptly file an application to implement the Class Upgrade, the Community Change and the Site Change if such changes are granted by the Commission. PBI understands that this statement may be used in a filing with the Federal Communications Commission and hereby authorizes its use for that purpose.

I verify that this statement is true and accurate to the best of my knowledge, information and belief and is made in good faith.

**PULASKI BROADCASTING, INC.**

By: 

Name: S. Hershel Lake

Its: President

Date: May 22 2000

## **EXHIBIT 3**

## **FIRST AMENDMENT TO OPTION AGREEMENT**

This First Amendment to Option Agreement ("First Amendment"), dated as of December 17, 2002, by and between S. Hershel Lake, Geraldine Vaughn Lake, Steven C. Lake, and David C. Lake (collectively, the "Shareholders"), who constitute all of the Shareholders of Pulaski Broadcasting, Inc. (the "Company"), a Tennessee corporation, and STG Media, LLC, a Florida limited liability company (the "Purchaser"). The Lakes are sometimes referred to herein individually as a "Shareholder" and collectively as the "Shareholders." Shareholders, Company and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### **WITNESSETH**

**WHEREAS**, on October 11, 2002, the Parties entered into an Option Agreement whereby the Purchaser has an option to purchase the stock of the Company, and the Company is the owner, operator, and licensee of FM Radio Broadcast Station WKSR-FM, 98.3 MHz, Channel 252A, Facility Identification Number 53875, Pulaski, Tennessee (the "Station"); and

**WHEREAS** the Parties desire to amend certain provisions of the Option Agreement and the amendment must be in writing.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made and the representations, warranties, and covenants contained herein and in the Option Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to modify the following provisions:

2.1 Purchase Price. Purchaser agrees to pay to Shareholders, as consideration for the Company Shares, the amount of Four Million, Two Hundred and Five Thousand Dollars (\$4,205,000.00) (the "Purchase Price") as follows:

(i) Five Thousand Dollars (\$5,000.00) upon execution of the Letter of Intent between the parties dated September 27, 2002.

(ii) Two Million Dollars (\$2,000,000.00) by electronic transfer of funds on the Closing Date.

(iii) Two Hundred Thousand Dollars (\$200,000.00), plus interest, from the Farmers Bank Escrow, **by** electronic transfer of funds on the Closing Date.

(iv) Two Million Dollars (\$2,000,000.00) pursuant to the Promissory Note in Section 2.2.

3.3 Stock Purchase Agreement. The Parties shall enter into the Stock Purchase Agreement (the "SPA") and the Local Marketing Agreement (the "LMA") within one hundred fifty (150) days of execution of this Agreement. The SPA and the LMA shall include the normal

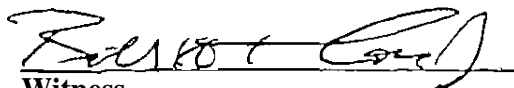


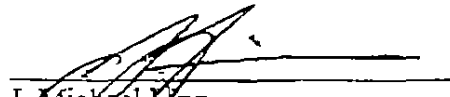
and *customary terms* for such agreements, and shall be consistent with the terms and conditions of **this** Agreement. The SPA shall include the consideration specified in Article II of **this** Agreement. The LMA shall include terms as set forth in Section 3.6 below.

**IN WITNESS WHEREOF**, the Patties have caused this First Amendment to be executed on the date first above written.

**STG MEDIA, LLC**


By: Black Crow Media Group, LLC  
Manager

  
Witness

  
J. Michael Linn  
Manager

12-18-02

Date

  
Witness

**SHAREHOLDERS OF PULASKI  
BROADCASTMG, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
S. Hershel Lake

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Geraldine Vaughn Lake

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Steven C. Lake

and customary terms for such agreements, and shall be consistent with the terms and conditions of this Agreement. The SPA shall include the consideration specified in Article II of this Agreement. The LMA shall include terms as set forth in Section 3.6 below.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed on the date first above written.

**STG MEDIA, LLC**


By: Black Crow Media Group, LLC  
Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
J. Michael Linn  
Manager

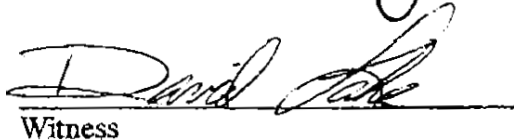
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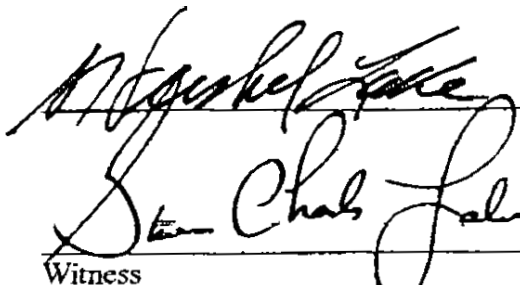
  
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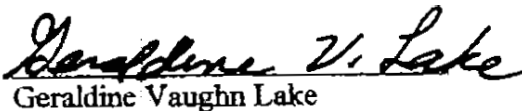
**SHAREHOLDERS OF PULASKI  
BROADCASTING, INC.**

By:   
S. Hershel Lake

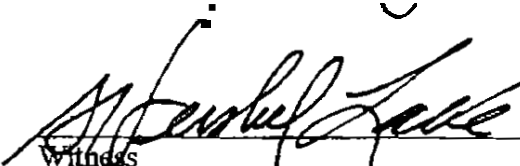
  
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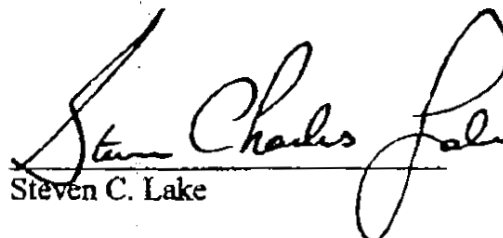
Date: 12-17-02

  
Witness

By:   
Geraldine Vaughn Lake

Date: 12-17-02

  
Witness

By:   
Steven C. Lake

Geraldine V. Lake  
Witness

Date: 12-17-02

S. Geraldine Lake  
Witness

By: David C. Lake  
David C. Lake

Steen Charles Lake  
Witness

Date: 12-17-02

## CERTIFICATE OF SERVICE

I, Rebecca D. Jerro, of the law ~~firm~~ of Manatt, Phelps & Phillips, LLP, do hereby certify that on this the 18<sup>th</sup> day of December, 2002, I caused copies of the foregoing "Reply to Oppositions to Petition for Reconsideration" to be placed in the U.S. Postal Service, first class postage prepaid, or hand delivered (as indicated below), addressed to the following persons:

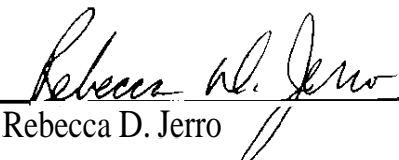
\*John Karousos  
Allocations Branch  
Federal Communications Commission  
Policy and Rules Division  
Media Bureau  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

\*Robert Haync  
Federal Communications Commission  
Policy and Rules Division  
Media Bureau  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Mark N. Lipp, Esq.  
J. Thomas Nolan  
Shook, Hardy & Bacon  
600 14<sup>th</sup> Street, NW  
Suite 800  
Washington, DC 20005

Ellen Mandell Edmundson, Esq.  
Edmundson & Edmundson, P.C.  
1818 N Street, NW  
Suite 700  
Washington, DC 20036

Frank R. Jazzo  
Lee G. Petro  
Fletcher, Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Arlington, VA 22209

  
\_\_\_\_\_  
Rebecca D. Jerro

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\*via Hand Delivery